

AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY
AND
RICONDO AND ASSOCIATES

This Agreement entered this 14th day of June , 2012, by and between the City/County Association of Governments of San Mateo County, a joint powers agency, hereinafter called "C/CAG" and Ricondo and Associates, hereinafter called "Contractor."

W I T N E S S E T H

WHEREAS, C/CAG has been designated the Airport Land Use Commission (ALUC) for San Mateo County; and

WHEREAS, the Airport Land Use Commission is responsible for developing Airport Land Use Compatibility Plans (ALUCP) for San Francisco International Airport, San Carlos Airport, and Half Moon Bay Airport; and

WHEREAS, C/CAG has contracted with Jacobs Consulting/ Ricondo Associates to update the San Francisco International Airport Land Use Compatibility Plan; and

WHEREAS, Upon completion of the Draft Comprehensive Land Use Plan for San Francisco International Airport it is necessary to have a public review process, develop CEQA documentation, and perform on-call project consistency reviews; and

WHEREAS, Ricondo is uniquely qualified as the developer of the Airport Land Use Compatibility Plan for San Francisco International Airport; and

WHEREAS, C/CAG would like to contract with Ricondo and Associates;

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. Services to be provided by Contractor. In consideration of the payments hereinafter set forth, Contractor agrees to perform the services described in Exhibit A, attached hereto (the "Services"). All Services are to be performed and completed by June 30, 2013.
2. Payments. In consideration of Contractor providing the Services, C/CAG shall reimburse Consultant based on the cost rates set forth in Exhibit A up to a maximum amount of Forty Five thousand dollars (\$45,000) for Services provided during the Contract Term as set forth below. Payments shall be made to contractor monthly based on an invoice submitted by contractor that identifies expenditures and describes services performed in accordance with the agreement. C/CAG shall have the right to receive, upon request, documentation substantiating charges billed to C/CAG.

3. Relationship of the Parties. It is understood that Contractor is an Independent Contractor and this Agreement is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.
4. Non-Assignability. Contractor shall not assign this Agreement or any portion thereof to a third party.
5. Contract Term. This Agreement shall be in effect as of June 14, 2012 and shall terminate on June 30, 2013; provided, however, C/CAG may terminate this Agreement at any time for any reason by providing 30 days' notice to Contractor. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Contractor shall be paid for all Services provided to the date of termination.
6. Hold Harmless/ Indemnity: Contractor shall indemnify and save harmless C/CAG, its agents, officers and employees from all claims, suits or actions to the extent caused by the negligence, errors, acts or omissions of the Consultant, its agents, officers or employees related to or resulting from performance, or non-performance under this Agreement.

The duty of the parties to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

7. Insurance: Contractor or any subcontractors performing the services on behalf of Contractor shall not commence work under this Agreement until all Insurance required under this section has been obtained and such insurance has been approved by the C/CAG Staff. Contractor shall furnish the C/CAG Staff with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to C/CAG of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy. Such Insurance shall include at a minimum the following:

Workers' Compensation and Employer Liability Insurance: Contractor shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage.

Liability Insurance: Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect C/CAG, its employees, officers and agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such

operations be by the Contractor or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than \$1,000,000 unless another amount is specified below and shows approval by C/CAG Staff.

Required insurance shall include:

	Required Amount	Approval by C/CAG Staff if under \$ 1,000,000
a. Comprehensive General Liability	\$ 1,000,000	_____
b. Workers' Compensation	\$ Statutory	_____

C/CAG and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to C/CAG, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if C/CAG, or its officers and employees have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the C/CAG Chairperson, at his/her option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

8. Non-discrimination. The Contractor and any subcontractors performing the services on behalf of the Contractor shall not discriminate or permit discrimination against any person or group of persons on the basis of race, color, religion, national origin or ancestry, age, sex, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status, or in any manner prohibited by federal, state or local laws.
9. Compliance with All Laws. Contractor shall at all times comply with all applicable laws and regulations, including without limitation those regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973.
10. Substitutions: If particular people are identified in this Agreement are providing services under this Agreement, the Contractor will not assign others to work in their place without written permission from C/CAG. Any substitution shall be with a person of commensurate experience and knowledge.

11. Sole Property of C/CAG. Work products of Contractor which are delivered under this Agreement or which are developed, produced and paid for under this Agreement, shall be and become the property of C/CAG. Contractor shall not be liable for C/CAG's use, modification or re-use of products without Contractor's participation or for purpose other than those specifically intended pursuant to this Agreement.
12. Access to Records. C/CAG, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

The Contractor shall maintain all required records for three years after C/CAG makes final payments and all other pending matters are closed.

13. Merger Clause. This Agreement, including Exhibit A attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto with regard to the matters covered in this Agreement, and correctly states the rights, duties and obligations of each party as of the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding. Any subsequent modifications must be in writing and signed by the parties. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit A attached hereto, the terms, conditions or specifications set forth herein shall prevail.
14. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California.

15. Notices. All notices hereby required under this agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid and addressed as follows:

City/County Association of Governments of San Mateo County
555 County Center, 5th Floor
Redwood City, CA 94063
Attention: Richard Napier
1 650 599-1420

Notices required to be given to contractor shall be addressed as follows:

Ricondo and Associates
5314 West 99th Terrace
Overland Park, Kansas 66207
Attention: Mark Johnson
1 913 871-1991

IN WITNESS WHEREOF, the parties hereto have affixed their hands on the day and year first above written.

Ricondo and Associates (Contractor)

By _____
Date

City/County Association of Governments (C/CAG)

By _____
Bob Grassilli, C/CAG Chair Date

C/CAG Legal Counsel

By_____

EXHIBIT A

SCOPE OF SERVICES

Task 1: ALUCP Document - \$15,000

Make changes as necessary from the public outreach process. Develop interim and final document.

Deliverables:

Interim and Final Airport Land Use Compatibility Plan (ALUCP) for San Francisco International Airport

Task 2: CEQA Documentation - \$10,000

Develop appropriate documentation as required under the California Environmental Quality Act (CEQA) for the Airport Land Use Compatibility Plan (ALUCP) for San Francisco International Airport.

Deliverables:

Interim and final documentation as required under the California Environmental Quality Act (CEQA) for the Airport Land Use Compatibility Plan (ALUCP) for San Francisco International Airport.

Task 3: Meetings and Documentation - \$20,000

Provide documentation support for and attend Airport Land Use Committee and C/CAG Board Meetings.

Deliverables:

Supporting documentation for and attendance at Airport Land Use Committee and C/CAG Board Meetings.

Task 4: ALUCP Project Consistency Reviews

Perform project consistency reviews to the Airport Land Use Compatibility Plan (ALUCP) for the environs of San Francisco International Airport. Task to be done on a time and materials basis.

Deliverables:

C/CAG staff report for project consistency reviews to the Airport Land Use Compatibility Plan (ALUCP) for the environs of San Francisco International Airport.

COST RATE SCHEDULE

Officer	\$315
Director (Mark Johnson)	\$271
Managing Consultant	\$225
Senior Consultant	\$185
Consultant	\$147
Technical Specialist/Support	\$118